

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor



A. Job Offer Information

1. Job Title * Horticultural Worker							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		6	6	3. First Date * 5/1/2023		4. Last Date * 6/22/2023	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *
48	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	8	h. Saturday
							a. 7 : 30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 4 : 30 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 16 .95		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$.			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
13 Archie Street			
2. City *	3. State *	4. Postal Code *	5. County *
Auburn	New York	13021	Cayuga
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
NONE			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
4887 State Route 96A, Building 702			
2. City *	3. State *	4. Postal Code *	5. County *
Romulus	New York	14541	Seneca
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		1	36
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. In the event kitchen facilities are not available workers staying in employer housing will be provided 3 meals per day at the current subsistence rate as posted in the federal register.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C, Outbound/Inbound transportation

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions

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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply *
+1 (716) 664-0408

3. Extension §
N/A

4. Email Address to Apply *
contact@specialtycroph2a.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * TeCrony	2. First (given) name * Aarom	3. Middle initial §
4. Title * Chief Operating Officer		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/17/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Specialty Crop Farm Labor Contractors	13 Archie Street Auburn, New York 13021 CAYUGA	FLC working at Dickman Farms	5/1/2023	6/22/2023	6

D. Additional Housing Information

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>The employer will make the following deductions from the Worker's wages: FICA taxes, Medicare, Local, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, meals (if applicable) repayment of overpayment of wages to the worker, and any other charges expressly authorized by the Worker in writing.</p> <p>No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding.</p>			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>All workers should have at least 3 months experience hand harvesting fruit on a commercial farm. Applicants must be able to furnish affirmative job references from recent employers. Must be physically able to meet and perform all job specifications stated in job order. Workers are subject to random drug testing at no cost to the employee. All drug testing will occur after the worker begins his or her employment and is not a part of the interview process. Failure to comply with request or testing positive for illegal drugs will result in immediate termination.</p> <p>Worker's Compensation Insurance Carrier: Phoenix Insurance Co (PHX) Policy Number: UB4K071969 Contact information for person who is to be notified in order to file a claim: Aaron TeCrony at 716-664-0408</p> <p>Pay Period: Pay period is Monday through Sunday, paid following Friday.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employers will accept applications from any source. Interested candidates should first contact their local State Workforce Office. Interested candidates are to review the terms, conditions, and nature of employment as shown on the ETA 790 and its corresponding attachments. Candidates who may legally work in the United States and have a copy of the job should call Aaron TeCrony at (716) 664-0408 Monday through Thursday 8:00am to 12:00 pm to schedule an interview. NO APPLICANTS ARE TO JUST SHOW UP WITHOUT A SCHEDULED INTERVIEW. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone. Over the phone interviews (for non-local applicants) will be done once employer has received written confirmation that the employer has complied with all disclosure requirements in accordance with MSPA 20 CFR 500.76. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Completing an application is part of the interview process. Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the job order from within normal commuting distance will not be provided with housing, subsistence, and transportation. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete USCIS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act. Employer is a farm labor contractor. Transfer opportunities to new jobs may be offered at the end of this contract. Transfers are in no way guaranteed.</p>			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A vehicle will be provided in ample time and passenger capacity, at sole expense of Employer, for workers living in employer's housing to travel to and from the daily work site. The vehicle will be properly registered, licensed and insured. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Outbound/Inbound
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The Employer will not advance transportation nor subsistence costs for transportation to the place of employment. Employer reserves the right to arrange transportation in advance. Employer may provide a charter bus free of charge for the group of workers. If no such charter bus is available, employer will provide workers with tickets on reasonable common carrier, pick them up at carrier station, and take them to worker housing free of charge. Workers who choose not to use employer-chartered transportation will be reimbursed for local travel between the charter pick-up/drop-off point and their home. If the worker declines employer-arranged common carrier transportation, then the employer will reimburse the most economical common carrier rate for transportation. Daily subsistence will be given per program rules. The same will be true for outbound subsistence and transportation. The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Payment and NYS information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * RAISES/BONUSES. Raises and/or bonuses may be offered to any foreign or domestic seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including performance, tenure, leadership, and driving. This is not promised or guaranteed. ADDITIONAL PAY DETAILS. Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is weekly. 3. Housing for Workers: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for the damage. 12. Frequency of Pay: Article 6 of the NYS Labor Law, section 191.1a, requires that employer pay wages weekly to manual workers (farmworkers are manual workers) no later than 7 calendar days after the end of the week in which wages are earned. Therefore, manual workers can be paid weekly or biweekly (up to date; where all days, including payday hours are paid). 15. Deductions from Worker's Pay: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT make any other deductions NOT required by law. Additional Assurances: Per the Farm Laborer Fair Labor Protections Act, effective January 1, 2020, all farmworkers, including H-2A foreign guest workers, will earn one and a half times the regular rate for all hours worked over 60, and for any hours voluntarily worked on a worker's day of rest. NYS Labor Law section 201g requires that employers adopt a sexual harassment prevention policy. Interactive training and a copy of the written policy must be provided to all workers. The policy must be provided in the language spoken by the workers. Pay period will be from Monday to Sunday, with the day of rest Sunday and Payday Friday. NY Disability Insurance: An employee is entitled to coverage if he or she suffers an off-the-job illness, injury, or other disabling event (including pregnancy) and: * the employee has worked for a covered employer for at least four weeks, * the employee works for a successor of a covered employer, * the employee is a domestic or personal employee who works at least 40 hours per week for one employer, or * the employee works for an employer who has voluntarily elected to provide coverage.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Free family housing is not available, and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy, or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must vacate the housing upon termination of employment, in compliance of local/state tenancy laws. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers will be terminated for willful damage of the employers housing and furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. When public accommodations or another substantially similar class of habitation which will meet local, state and federal standards for such housing. Workers will be terminated if found responsible for damage to employers housing or property. Housing will be kept clean & in compliance with OSHA farm labor camp standards when occupied. Workers are responsible for keeping the housing clean. Employer will ensure that housing is kept in compliance with OSHA farm labor camp standards when occupied. The housing will remain in compliance with OSHA standards during the period of occupancy. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state, or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Substance Abuse, Duty to Leave, Grievance Policies
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive for illegal drugs will result in immediate termination.</p> <p>Duty to leave: Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.</p> <p>Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management. This employer strongly urges the reporting of all incidents of discrimination, harassment, bullying, intimidation, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management. Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended. Employer will not tolerate any type of harassment or intimidation of fellow workers. If you are threatened or intimidated in any way you should report this to upper management immediately.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - GENERAL CONDITIONS APPLICABLE JOB SITES:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work begins at assigned time usually shortly after daylight. Work is performed outdoors in light rain and in high humidity and in temperatures ranging from 100 degrees or more to 0 degrees F or colder.</p> <p>Work will also be performed in a warehouse type environment where it is frequently dusty, noisy and objectionable odors are present. Work will be done in areas that are not sheltered or climate controlled and are often exposed to heat, cold and inclement weather. Workers will work on their feet in bent, stooped, and crouched positions for long periods of time. Workers will make fast, simple, repeated movements of fingers, hands, and wrists. Workers must be flexible and able to bend, stretch, twist, or reach out with the body, arms, and/or legs. Workers will use muscles to lift, push, pull, or carry heavy objects. Workers will frequently lift crates ranging in weight up to 50 lbs. Skin and clothing are frequently wet and soiled. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer.</p> <p>The employer retains the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able to but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product.</p> <p>During certain duties, workers may be required to work in teams to accomplish a certain task. When engaged in team work activities workers must coordinate with other members of the team to accomplish the task.</p> <p>Employer is a farm labor contractor. Employer may be able to offer a chance to transfer to other petitions upon completion of this one provided employee is in good standing. Employee may not be able to return to home country between petitions. Those chosen will be at the sole discretion of employer/petitioner and is no way guaranteed.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Rules 1-9
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>HOUSING RULES</p> <p>This housing is temporary in-season housing provided for migrant agricultural workers employed by employer. who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.</p> <ol style="list-style-type: none">1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. All beds must be kept elevated at least 12 inches from the floor.3. Workers must not remove light bulbs from the lights in the housing.4. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition. No person with a contagious disease should work in preparing, cooking or handling of the food.7. The following is not allowed in any sleeping rooms: Electric stoves, gas stoves, hot plates, toaster ovens, refrigerators, electric heaters, air conditioning units, and open flames of any kind.8. Occupants are forbidden from removing batteries from smoke detectors for any reason.9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Rules 10-25
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>10. Workers living in employer's housing may have guests on housing premises so long as there is no behavior hurtful to others. No persons, other than workers assigned by employer to a room, may sleep in any room. Workers may not entertain guests in or on housing premises after 9:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday.</p> <p>11. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on work nights, or after 12:00 p.m. on Saturday night.</p> <p>12. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.</p> <p>13. Workers are not to remove the paper tag from the fire extinguishers. Extinguishers are to remain in their holder.</p> <p>14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.</p> <p>15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.</p> <p>16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer.</p> <p>17. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. Do not remove storage boxes provided for storing clothes and personal articles.</p> <p>18. Workers will be discharged for stealing from the employer or from other workers.</p> <p>19. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.</p> <p>20. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.</p> <p>21. Common drinking cups are not permitted to prevent the spread of disease and illness.</p> <p>22. Workers must not feed any stray animals at the housing facilities. Report any stray animals to employer or designated supervisor.</p> <p>23. Workers must leave all stick props in the windows so that windows can be propped open in warm weather. Workers must not remove screens or screen mesh material from windows or doors.</p> <p>24. Workers must not remove self-closing devices from doors.</p> <p>IN THE EVENT OF AN EMERGENCY OR LIFE-THREATENING SITUATION, CALL 911. THE LOCAL AUTHORITIES WILL HAVE AN AMBULANCE, THE FIRE DEPARTMENT OR THE POLICE RESPOND, DEPENDING ON THE SITUATION.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules/Standards Of Conduct/Performance
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The following other work rules are intended to provide examples of prohibited conduct, and to provide standards of conduct and performance expected of workers by the employer. Workers are expected to comply with all rules in this job order, and any other lawful job-related employer requirements. Violation of any rule in this job order, including these other work rules, and other lawful job-related employer requirements, will be considered grounds for disciplinary action, up to and including termination. This is not an all-inclusive list. 1) Disciplinary Process: Worker must work productively and in compliance with Employer policies and job instructions. Failure to follow rules and policies will result in worker discipline and may result in termination. Without limitation on at-will status, Employer generally uses 3-step disciplinary process: 1) verbal coaching for first violation, 2) written warning for second violation 3) written warning for third violation 4) termination for fourth violation. Certain violations are so severe that they may result in termination without prior warning. Discipline Process is not contractual or guarantee of progressive discipline. Employer reserves right to determine appropriate discipline based on circumstances including the following lawful job-related reasons: a) not work efficiently or otherwise refuse without justified cause to perform directed work included in contract; b) commit serious act(s) of misconduct or serious or repeated violation(s) of employer work rules; c) fail after completing training period to perform work; d) abandon employment; e) falsify identification, personnel, medical, production or other records; f) fail or refuse to take drug test when requested (Employer reserves right to conduct for cause, non-discriminatory, and random drug testing at Employer expense. Drug test will not be utilized as pre-employment tool.); or g) fail to obey directions. 2. Prohibition on Charging Fees: Workers may not charge fees to other workers, including but not limited to kickbacks, bribes, recruitment fees, processing fees, and placement fees. Workers must report any fee immediately to Employer. 3. No Illegal Activities Permitted On Farm: Worker must not participate in, or allow illegal activities on farm or worker housing areas, including, but not limited to theft, assault, and illegal drug use. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge. 4. Alcoholic Beverages, Marijuana, Firearms, and Illegal Drugs: these are not permitted in any field, farm building or work area. This includes weapons under local carry and concealed weapons laws. 5. If a worker cannot or does not go to work when expected or scheduled to work they must notify Aaron TeCrony before work shift starts. Failure to do so may result in initiation of the 3-step disciplinary process listed above.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * A van will be provided at the sole expense of Specialty Crop FLC to the workers at approximately 7:30am, an hour before the shift begins, generally 8:30 am. One passenger van with a capacity of twelve passengers will be provided to transport the workers to the work site. This vehicle is listed on our Farm Labor Contractor Certificate of Registration (FLC+NE-NY-16147647-0724), which is currently pending renewal with updated documentation via the Authority to Operate by US DOL letter (FLC+NE-NY-21686464-0722). Both these documents can be found under this application in the FLAG System. This same vehicle will be available at the sole expense of Specialty Crop FLC to return the workers home at the end of their shift.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Discipline and/or Termination
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * A). Employer may discipline and/or terminate the worker for lawful job related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) threatens, harasses, or intimidates any supervisor, crew leader, or fellow employees, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment (5 consecutive days of unexcused absences); g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Reason beyond employer's control includes termination of workers if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no compete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Dickman Farms Greenhouse
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Dickman Farms duties assigned under this order will be those duties of Horticulture Workers, SOC code 45-2092.01. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated. Perform all tasks involved in the production of Dickman Farms plants. This includes planting, packaging and loading perennial flowers, herbs and other ornamentals produced by the greenhouse. AND Plant vegetable starter plants, annual flowers, container annuals, flower seedlings, and annual plugs into the correct tray or container on an assembly line with a motorized belt. Follow standard work methods and practice safe work habits to ensure production is as efficient and safe as possible.</p> <p>Essential Job Functions: Plant a variety of plants into the correct tray or container on an assembly line with a motorized belt. Assist Shipping department in filling work orders for distribution. Stick cuttings and keep within the quota set by the production supervisor. Place finished trays of plants in the designated area using a cart and/or equipment to move cart. Consolidate bays or blocks of plants by loading them onto carts and laying them back down. Load trays onto the belt line for sticking. Maintain the appearance of plants by weeding, removing dead foliage, and transplanting into bigger trays or containers. Relocate plants from one greenhouse to another or to other designated areas. Maintain a neat and clean work environment by sweeping floors, removing empty trays and containers, taking out the trash, and cleaning up after a specific job is completed. Perform miscellaneous job-related duties as assigned from season to season. Supervisory Responsibilities: The production worker does not have any supervisory responsibilities. Qualification Standards: Ability to read, understand, follow, and enforce safety procedures. Mental and Visual Requirements: Light mental and visual attention required for performing work where there is some variety, but actions taken, and decisions made are limited to few possibilities. Work requires some coordination with others and setting up, regulating, and adjusting simple machines or processes. Physical Activities and Requirements: Ability to sit, stand, walk, lift, use fingers, grasp, handle, feel, push, pull, reach, stoop, kneel, crouch, bend, talk, hear, and perform repetitive motions with hands and/or wrists. Ability to exert up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Equipment Operation: Workers may be required to operate soil mixing and filling machinery, motorized tow and transport carts and/or automated "pinching" or breaking/branching equipment. Before any worker is required to operate any above mentioned equipment, workers will be instructed in the safety and operation said equipment. All equipment should be used in a manner to protect operator, other workers, products, crops, equipment and facilities. Repeated failure to obey safety requirements and operating instructions may result in termination.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional NYS Requirements
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Paid Sick Leave Assurances- Addendum C, Section A.11 Pay Deductions - NYS Specific Assurances:</p> <p>Per the New York Paid Sick Leave Law, all employees must be provided sick leave as applicable. Hours earned (up to a prescribed maximum) are returned to 0 after an employee returns to their home country for seasonal workers.</p> <p>Employers with 4 or fewer employees and a net income of less than 1 million in the prior tax year must provide employees with up to 40 hours of unpaid sick leave per year.</p> <p>Employers with between 5 and 99 employees and employers with 4 or fewer employees and a net income of greater than 1 million in the prior tax year must provide each employee with up to 40 hours of paid sick leave per year.</p> <p>Employers with 100 or more employees will provide up to 56 hours of paid sick leave per year.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

H-2A Agricultural Clearance Order
Form ETA-790A Addendum C
U.S. Department of Labor



H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - General Greenhouse Duties
3. Details of Material Term or Condition (up to 3,500 characters) * Workers may be required to perform work on the farm that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, bedding and potting plants, weeding or hoeing, cleaning and repairing farm buildings, pallets, seed beds, racks, grounds, mowing, weed eating, operate sprayers, incidental crop set up, move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. Workers will complete greenhouse maintenance. Workers will construct greenhouse and complete minor repairs. Workers will remove trash and debris and complete landscape maintenance. Workers will clean and maintain greenhouse and greenhouse equipment. All other duties assigned under this order will be those duties of Horticulture Workers, SOC code 45-2092.01. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Sexual Harassment and Charging of Fees
3. Details of Material Term or Condition (up to 3,500 characters) * Harassment: NYS Labor Law section 201g requires that employers adopt a sexual harassment prevention policy. Interactive training and a copy of the written policy must be provided to all workers. The policy must be provided in the language spoken by the workers. The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behavior, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites. Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior. Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work. Prohibition of charging fees: No workers are allowed to charge other workers any fees PERIOD. This includes kickbacks, bribes, recruitment, attorney, processing, placement fees to include, free labor, or any other type of fee or service. Workers being asked for fees or services should report this immediately to employer, Aaron TeCrony 716-664-0408. Workers caught charging or requesting fees will be terminated immediately.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.